

ATTACHMENT 1

DEFINITIONS OF TERMS

Common Channel Signaling (CCS)

A high-speed specialized packet switched communications network which is separate (out-of-band) from the public packet switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points (SS7 nodes) in the CCS network.

Compatibility Testing

Certification testing performed by representatives from SWBT and LSP to assure proper interconnection of CCS network facilities for accurate transmission of system signals and messages. This is often referred to as TR-905 Compatibility Testing.

Service Switching Point (SSP)

A signaling point that can launch queries to databases and receive/interpret responses used to provide specific end user services.

Signal Transfer Point (STP)

A packet switch in the CCS network that is used to route signaling messages between signaling nodes. STPs also transfer signaling messages to other networks. SWBT's network includes mated pairs of local and regional STPs.

Signaling Link

An end-to-end high-capacity data link (56 kbps) that transmits supervision and control signals from one network SS7 node to another in a CCS network. The Link Type identifies the functionality of the signaling link sets. Two Link Types associated with CCS Interconnection Service are:

"A" - Access links connect SPs and SSPs to STPs.

"B" - Bridge links connect two STPs, not of the same mated pair, but on the same hierarchical level.

Signaling Point (SP)

A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

Signaling Point Code

A code that identifies the signaling point address in the CCS network. Point codes are nine-digit codes - three segments of three digits each - identifying the Network ID, Network Cluster, and Cluster Member, respectively.

Signaling Point of Interface (SPOI)

Mutually agreed point at which SWBT hands off signaling information to LSP.

Signaling System 7 (SS7)

The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards.

Attachment 2
RATES AND CHARGES

	<u>Rate Element</u>	<u>Rates & Charges</u> <u>Per Signaling Link¹</u>
A.	STP Access Connection (if applicable)	
	Nonrecurring	
	First	\$628.00
	Additional	\$456.00
	Monthly Recurring - Fixed	
	Less than one mile	\$340.54
	One mile or more	\$403.73
	Monthly Recurring - per Mile	
	Less than one mile	\$ 0.00
	One mile or more	\$ 26.45
B.	STP Interconnect Mileage - 1 mile or more	
	Monthly Recurring - Fixed	\$100.16
	Monthly Recurring - per Mile	\$.91
C.	STP Port Termination	
	Nonrecurring	\$234.49
	Monthly Recurring	\$318.87
D.	IEC Signaling Point Code	
	Nonrecurring	
	Per code, per STP	\$ 41.00

Billing for the above-referenced service will begin upon completion of installation and testing of the services ordered through the CCS and SS7 Interconnection Services Appendix.

¹ As currently reflected in F.C.C. 73.

Attachment 3

EasyOptionsSM SERVICES

EasyOptionsSM SERVICES

These services provide for the exchange of CCS signaling messages required for the provision of EasyOptionsSM services between SWBT's end offices and the end office of an associated LSP via SWBT's CCS network facilities from/to the STP(s) at which LSP interconnects with SWBT's CCS network. These services may be used only for exchange and exchange access services functionality, and under no circumstances is such service to be utilized in connection with LSP's provision of an interLATA offering. The LSP may not utilize the EasyOptionsSM services for SS7 signaling related to an IXC-transported SS7 service.

These services are available in central offices where EasyOptionsSM services are being offered to its end users and to exchanges where SWBT and LSP both have CCS network signaling capabilities deployed to the end office level in order to support the origination and termination of EasyOptionsSM services. NOTE: In order to provide EasyOptionsSM services, additional software must also be installed in applicable end offices.

LSP, by entering into this Attachment, agrees to also act based on "privacy indicator" information forwarded from SWBT.

LSP agrees that it must, from time to time, at SWBT's request, provide information as deemed necessary by SWBT for network planning in connection with this offering.

SWBT accepts no additional responsibility beyond what is outlined in its tariffs for these services with respect to the provision of EasyOptionsSM services and accepts no responsibility of any kind in connection with the use of this information for the provision of EasyOptionsSM or other services to an LSP's end users.

To promote recognition of EasyOptionsSM services in multi-LEC areas, LSP may want to use the same service names. LSP is hereby allowed to use the names of SWBT's EasyOptionsSM services that do not have a service mark.

Rates and Charges: There are no additional rates and charges for these services. They are provided as a part of the SS7 IC Service to LSP.

Attachment 4

LOCAL AND INTRALATA CALL SET-UP SIGNALING

LOCAL AND INTRALATA CALL SET-UP SIGNALING SERVICE

This service allows LSP to utilize out of band trunk signaling via SWBT's CCS network facilities for the provision of exchange and exchange access services.

It is the responsibility of LSP to populate the "privacy indicator" portion of all SS7 signaling messages forwarded to SWBT's network. SWBT agrees to deliver the information forwarded by LSP in the SS7 signaling message. LSP, by entering into this Attachment, agrees to deliver the "privacy indicator" information forwarded by SWBT in its signaling message.

SWBT accepts no additional responsibility of any kind in connection with the use of Call Set-up Signaling Service for the provision of exchange services to an LSP's end users.

Call set-up times may be greater when LSPs using SS7 signaling employ Intermediate Access Tandems (IATs) in their networks.

LSP agrees that it must, from time to time, at SWBT's request, provide information as deemed necessary by SWBT for network planning in connection with this offering.

Rates and Charges: There are no additional rates or charges for this service. It is provided as a part of the SS7 IC Service to LSP.

Attachment 5

IXC CALL SET-UP SIGNALING

IXC CALL SET-UP SIGNALING SERVICE

This service allows LSP to utilize SS7 signaling to an SS7 capable Interexchange Carrier (IXC) for Feature Group D Access Service and other intraLATA interexchange services.

In LATAs where SWBT has a mated pair of STPs and has CCS/SS7 Interconnection facilities to an IXC, within the same LATA, for interexchange telecommunications services, SWBT will provide Call Set-Up Signaling between LSP and the IXC.

SWBT accepts no additional responsibility of any kind in connection with the use of IXC Call Set-up Signaling Service.

LSP agrees that it must, from time to time, at SWBT's request, provide information as deemed necessary by SWBT for network planning in connection with this offering.

LSP must provide point codes of IXCs for which LSP is providing call setup via SWBT's SS7 signaling network, so SWBT screening and translation tables can be updated.

Rates and Charges: An additional signaling point code charge, per link, is applicable for each IXC signaling point code.

<u>Rate Element</u>	<u>Per Signaling Link</u>
Nonrecurring Charge, per Point Code, per STP	\$41.00

Billing for the above-referenced service will take place upon completion of installation and testing of the services ordered through the CCS and SS7 Interconnection Services Appendix.

Attachment 6

800 DATA BASE SCP QUERY SERVICE

800 DATA BASE SCP QUERY SERVICE

This service allows LSP to originate CCS signaling messages in the form of queries to SWBT's 800 SCPs, via SWBT's CCS network facilities from the LSP SSP(s) that are interconnected with SWBT's CCS network. It also allows LSP to receive responses to the queries it initiates from SWBT's 800 SCPs, via SWBT's CCS network facilities. This service may be used in connection with exchange and exchange access services provided by LSP, but, LSP is not permitted to use the service in the provision of interLATA services.

Queries are initiated to the data base to determine the 800 Service Provider associated with all ten digits of a dialed 800 number. In most instances, the Service Provider designation will be provided via a Carrier Identification Code (CIC) vs the POTS number. The 800 SCP query rate applies for each 800 query received and processed by SWBT's SCP. The following features are also available:

The data base has the capability of translating the dialed 800 number into a Plain Old Telephone Service (POTS) 10 digit number, if provided by and requested by the Service Provider. The charge for POTS Translation will be in addition to the charge per query, when applicable.

Call Validation ensures that 800 calls originate from an 800 Service Provider's customized service area. Calls originating outside the area will be screened and an out of band recording is returned to the calling party. The charge for this feature is in addition to the charge per query, when applicable.

Call Handling and Destination allows the 800 Service Provider to route 800 calls based on one or any combination of the following: time of day, day of week, percent allocation and specific 10 digit ANI. The charge for this feature is in addition to the charge per query, when applicable.

LSPs agrees that it must, from time to time, at SWBT's request, provide information as deemed necessary by SWBT for network planning in connection with this offering.

SWBT accepts no additional responsibility beyond what is outlined in its tariffs with respect to the accuracy of information returned by its data base via the CCS query process.

RATES AND CHARGES

The rates and charges following reflect the fact that the Service Switching Point (SSP) used to launch queries to the data base will be provided by LSP.

The nonrecurring query charge applies for each 800 query received and processed by SWBT's SCP. The optional feature charges are in addition to the nonrecurring query charge, when applicable.

Nonrecurring Query Charge, per Query \$.0016

<u>Optional Features</u>	<u>Charge Per Query</u>
POTS Translation	\$.0000
Call Validation	\$.0000
Call Handling and Destination	\$.0003

APPENDIX CH

AUGUST 1996

Appendix CH
CLEARINGHOUSE SETTLEMENT REPORT APPENDIX

WHEREAS, SWBT operates a clearinghouse, as described below, for its own behalf and that of participating LECs and LSPs; and

WHEREAS, the contracting LSP wants to participate in the clearinghouse on the terms set forth herein;

The Parties agree to the following:

I. CLEARINGHOUSE DESCRIPTION

SWBT operates a clearinghouse for the purpose of facilitating the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and LSPs, including SWBT.

II. QUALIFYING MESSAGE CRITERIA

The only toll call messages that qualify for submission to SWBT for clearinghouse processing are (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC's or LSP's exchange, exclusively carried by a LEC or LSP over LEC or LSP facilities and billed to a customer located in another LEC's or LSP's exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of SWBT's operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or LSP over LEC or LSP facilities, and billed to a customer located in another LEC's or LSP's exchange and not in the originating State.

III. RESPONSIBILITIES OF THE PARTIES

- A. LSP agrees that it will provide SWBT with billing records for clearinghouse processing that are in an industry standard format acceptable to SWBT and at a minimum shall display the telephone number of the end user to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Appendix, these records ("Clearinghouse Records") shall detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or LSP exchange but are to be billed to an end user in another LEC or LSP exchange. Such records are referred to as category 92 records for clearinghouse processing purposes. Also, the term "Record" shall mean the call detail attributed to a single completed toll message.

LSP agrees that all Clearinghouse Records it generates will display indicators denoting whether category 92 Records should be forwarded to SWBT's clearinghouse. LSP shall retain its originating records for ninety (90) days such that the category 92 Records can be retransmitted to SWBT for clearinghouse processing, if needed.

- B. SWBT shall provide and maintain such systems as it believes are required to furnish the clearinghouse service described herein. SWBT, in its capacity as operator of the clearinghouse, agrees to retain all Records processed through the clearinghouse for two (2) years.
- C. LSP shall timely furnish to SWBT all clearinghouse records required by SWBT to provide the clearinghouse service in accordance with the Technical Exhibit Settlement Procedures (TESP). SWBT shall provide the clearinghouse service in accordance with the TESP unless mutually agreed otherwise in writing.
- D. Presently, in operating the clearinghouse, SWBT relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle clearinghouse messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity. If NXX codes cannot be solely relied upon to identify messages for transmission to participating billing companies, and if additional processing is needed by SWBT to identify the participating billing company, LSP agrees to compensate SWBT for such additional processing at a reasonable per message rate to be set by SWBT.

IV. PROCESSING CHARGE

LSP agrees to pay SWBT a processing charge in consideration of SWBT's performance of clearinghouse services. This charge is \$.02 per originated Clearinghouse Record processed on behalf of LSP.

V. BILLING CHARGE

LSP agrees to pay a \$.05 per message charge to the LEC or LSP responsible for billing the message, including SWBT when SWBT bills the message.

VI. SETTLEMENT REPORT

SWBT shall issue monthly reports containing the results of the processing of Clearinghouse Records to each participating LEC and LSP. These reports list the (a) amounts owed by the LSP for billing messages originated by others; (b) amounts due to LSP for LSP-originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

- VII.** The Parties agree that processing of retroactive messages through the Clearinghouse is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section II. The Parties agree that lost messages are the complete responsibility of the originating LEC or LSP. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or LSP will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages which are more than two years old at the time the estimate is made. These estimates will be off-line calculations (i.e., not part of the routine clearinghouse processing) and will be included as a supplement to the monthly settlement report.

VIII. LIMITATION OF LIABILITY

By agreeing to operate the clearinghouse, SWBT assumes no liability for any LEC or LSP's receipt of appropriate revenues due it from any other entity. LSP agrees that SWBT will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which SWBT may have relied in preparing settlement reports or performing any other act under this Appendix except for claims arising from SWBT's own gross negligence or willful misconduct, arising out of SWBT's provision of services hereunder.

LSP agrees to indemnify and hold SWBT harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes, except for claims arising from SWBT's own gross negligence or willful misconduct.

- IX.** SWBT shall not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the services provided hereunder, including any and all associated equipment and data processing systems, except such

losses or damages caused by the sole negligence of SWBT. Any losses or damage for which SWBT is held liable under this Appendix shall in no event exceed the amount of processing charges made for the clearinghouse services provided hereunder during the period beginning at the time SWBT receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.

X. DISCLAIMER OF WARRANTIES

SWBT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY LSP WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

APPENDIX RF

AUGUST 1996

APPENDIX RISER FACILITIES

This Appendix sets forth the terms and conditions under which the Parties shall make available to one another access to riser space, duct space, terminal closet space and other space necessary for the placement of riser cable in or between multi-unit buildings where a Party owns or has a legal right to provide access to or determine compensation for such space ("controls"). Additionally, this Agreement sets forth the terms and conditions under which the Parties shall make available to one another riser conductors when there exists no other reasonable means for the requesting Party to provide service to an end user in a multi-unit building.

I. DEFINITIONS

The following definitions shall be applicable to this Agreement:

- A. Riser Space - duct conduit or other space specifically designed for placement of telecommunications wiring within, through or between multi-unit buildings.
- B. Multi-unit Building - a building which contains separate units for occupancy by multiple end users.
- C. Riser Cable - copper conductors, typically within a cable sheath, that are placed exclusively within or between multi-unit buildings from the entrance location of a building (typically in the basement or lower floor equipment closet) to designated equipment space or terminal space within such building.
- D. Equipment Closet - space within a multi-unit building specifically designated for placement of telecommunications equipment and/or terminals.
- E. Network Interface Device - the demarcation point between the controlling Party's facilities and the end user's inside wire and/or facilities and equipment of the Party seeking access.
- F. Existing Spare Conductors - conductors within the controlling Party's riser cable facility which represent capacity in excess of the controlling Party's anticipated two year growth and maintenance requirements for the requested cables.
- G. Controlling Party - the Party to this Agreement which owns or has a legal right to provide access to riser cable, riser space, duct space or terminal closet space in a multi-unit building.
- H. Requesting Party - the Party to this Agreement who has requested access to the riser cable, riser space, duct space or terminal closet space owned or controlled by the controlling party.

II. SCOPE OF THE AGREEMENT

This Agreement is premised upon the desire of the Parties to grant one another access to riser space owned or controlled by a Party (the controlling Party) where access to such space is the only reasonable means that the other Party (the requesting Party) has to provide service to end users in a multi-unit building and providing such access is technically feasible.

This Agreement also addresses the Parties' intent to make spare riser conductors reciprocally available to one another in the rare circumstance where it is not technically feasible for the requesting Party to place additional cable facilities within new or existing riser, duct and/or equipment space of a multi-unit building and the controlling Party has existing spare conductors.

This Agreement is not intended to apply to situations where the multi-unit property owner is required by law to provide nondiscriminatory access to riser space to all telecommunications providers. In such a situation, neither Party shall be obligated to provide space or services under this Agreement to the other Party. Instead, each Party shall deal directly with the building owner. Further, this Agreement does not address entrance facilities.

III. RESPONSIBILITIES OF THE PARTIES

A. RISER CABLE AND EQUIPMENT ROOM SPACE

1. The requesting Party shall not seek to obtain riser space from the controlling Party under this Agreement until after the requesting Party has established that it is unable to place its own riser facilities in riser space obtained directly from the Building owner, or the agent of such owner, or in common riser space designated and controlled by the building owner or its agent.
2. Once the requesting Party has determined that riser space is not available, pursuant to 1. above, the requesting Party shall submit a written request to the controlling Party stating that it has been advised by the building owner that no user space will be made available and identifying the specific locations where riser space is required and whether the request includes access to riser conductors, where riser space is not available.
3. The controlling Party shall determine whether the request is for space it either owns or controls. Where the request covers space which the controlling Party does not own, the controlling Party shall first determine whether it has a legal right to provide the requesting Party with access to such space. If the controlling Party determines that it does not have a legal right to provide access under this Agreement, the controlling Party

shall inform the requesting Party and shall have no other obligations under this Agreement, except as provided in paragraph III. B., below.

4. Once the controlling Party determines that it either owns or has a legal right to provide access to a building's riser space that it controls, it shall determine whether space is available and advise the requesting Party of space availability within five business days of the receipt of the requesting Party's written request, unless requests are received for review of multiple building's from the same requesting Party on the same day, in which case additional time may be required.
5. Once space availability has been established pursuant to 4. above, the Parties shall conduct a joint visit to the multi-unit building where space has been requested in order for the controlling Party to show the requesting Party the riser cable and equipment room space available for its occupancy. At that time, the Parties shall complete Exhibit A, which shall be incorporated into this Appendix.
6. Once equipment room space has been designated, pursuant to III. B. 5, above, the requesting Party shall occupy the requested riser cable and/or equipment room space within 30 days or be deemed to have abandoned its request except in circumstances where such occupation is delayed by the building owner and for reasons beyond the direct control of the requesting Party in which case a reasonable amount of time shall be permitted.
7. The requesting Party shall not place its riser cable and or equipment in any place in the multi-unit building other than in the space designated pursuant to III. B. 5, above.
8. Once the requesting Party ceases to provide services by use of space or riser cable under this agreement for a period of 30 days, the space and/or riser cable shall be deemed abandoned and immediately revert to the controlling party.

B. RISER CONDUCTORS

1. Where it has been determined that riser space is not available under paragraph A. 4, and the requesting Party has also requested access to riser conductors, the controlling Party shall determine if existing spare conductors are available and advise the requesting Party of the availability within the time frame provided for in paragraph A. 4, above.

2. If riser conductors are available, the controlling Party shall issue a service order for installation of Network Interface Devices at the end of each riser conductor to be used by the requesting Party.
3. If the controlling Party determines that no existing spare conductors are available in the location specified by the requesting Party, the controlling Party shall have no obligation to provide access to such riser conductors or to provide new cable/conductors.
4. The requesting Party shall be prohibited from placing any equipment in the space provided by the controlling Party pursuant to this Agreement which may interfere with or degrade the controlling Party's provision of service to its own end users. If the controlling Party advises the requesting Party of a violation of this provision, the requesting Party shall have 24 hours to correct the violation. If the violation is not corrected in that time frame, the controlling Party may terminate service on the affected conductors immediately.
5. Once the requesting Party ceases to use the spare conductors of the controlling Party for a period of time greater than 30 days the spare conductors shall revert to the use of the controlling Party. The requesting Party shall immediately notify the controlling Party when it ceases to use the controlling Party's space conductors.

IV. COMPENSATION

The following compensation rates shall apply where the controlling Party owns facilities or has a right to determine compensation for facilities it controls. These rates shall be paid by the requesting Party to the controlling Party:

A. Riser Space

1. a monthly recurring rate of \$50 per building for administrative activities, including but not limited to, record keeping;
2. a nonrecurring charge of \$250.00 per site review and designation of requesting Party space;
3. a portion of any fees or rent required to be paid by the controlling Party to the building owner or its agent for access to riser space as follows:
 - one half of any fee for space within a building duct or any other space specifically designed for placement of wiring;

- a pro rata share of the fees for terminal closets, equipment room or other space intended for the placement of terminals and other telecommunications equipment. The pro rata share shall be determined based upon the actual wall or floor space used by the requesting Party, which ever space is greater.

B. Riser Conductors

1. A nonrecurring (installation) charge of \$130 per copper pair;
2. a monthly recurring rate of \$2.10 for each pair of conductors.

V. LIMITATIONS

- A. The controlling Party shall retain its exclusive right and obligation to design, install and maintain its own riser facilities.
- B. The requesting Party shall not modify, move, repair, or otherwise handle the controlling Party's facilities without the express written permission of the controlling Party.
- C. This Agreement in no way affects the responsibility of each Party to obtain the permission or consent of the building owner to occupy space in a multi-unit building.
- D. It is SWBT's position that this Agreement does not constitute the provisioning of unbundled access to network elements under the Telecommunications Act of 1996. This Agreement does not address responsibilities under the Act related to poles, ducts and right of way.

VI. LIMITATIONS OF LIABILITY

- A. The requesting Party agrees to indemnify, defend and save harmless the controlling Party (including such Party's officers, employees and agents) from any and all claims, liabilities, losses, damages, fines, costs, attorney's fees and other expenses of any kind arising in connection with the requesting Party's use of any space or service provided under this Agreement except for claims arising from SWBT's own gross negligence or willful misconduct arising out of SWBT's provision of space or service hereunder. Full defense and payment of any claim shall be deemed satisfactory by the Parties under this Article.
- B. The requesting Party acknowledges and understands that the controlling Party may provide access to third parties, which may include competitors of the

requesting Party. The controlling Party shall have no liability to the requesting Party for any actions or omissions by any third party.

- C. The requesting Party shall not permit a third party to jointly occupy the space provided by the controlling Party under this Agreement.

VII. TERMINATION

A. Controlling Party:

The controlling Party may terminate this Agreement, or this Agreement as it applies to one or more multi-unit buildings, for any material violation of the terms and conditions specified herein. Except as otherwise provided, the controlling Party shall give the requesting Party 10 days written notice specifying the particular violation and advising the requesting Party that it has 30 days to correct the violation. If the requesting Party does not correct the violation within the 30 days specified in the notice, the controlling Party may terminate this Agreement immediately. The controlling Party shall not be liable to any end users of the requesting Party for any claims arising from a termination of this Agreement.

B. Requesting Party

The Requesting Party may terminate this Agreement upon 30 days written notice to the controlling Party.

VIII. TERM

This Appendix shall commence on the effective date of the underlying Agreement and continue through June 30, 1998.

APPENDIX RISER FACILITIES

EXHIBIT A

PARTY PROVIDING ACCESS:

PARTY REQUESTING ACCESS:

LOCATIONS WHERE ACCESS SHALL BE PROVIDED:

DIAGRAM OR DESCRIPTION OF THE SPACE TO BE PROVIDED BY LOCATION:

APPENDIX PORT

AUGUST 1996

APPENDIX PORT

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APPENDIX PORT

I. GENERAL

As described herein, Local Number Portability (LNP) is a service arrangement whereby an end user, who switches subscription for Exchange Services from one Exchange Service provider to another is permitted to retain, for its use, the existing assigned number provided that the end user remains at the same location. This Appendix shall apply to LNP requested by US Long Distance in Missouri, Oklahoma, Kansas and Arkansas.

II. TERMS, CONDITIONS UNDER WHICH SWBT SHALL PROVIDE LNP TO LSPs.

A. Rate Regulations

1. LNP is only available to LSPs.
2. LNP services and facilities will only be provided where technically feasible, subject to the availability of facilities, and may only be furnished from properly equipped central offices. LNP services and facilities are not offered for NXX codes 555, 976, 950, or SWBT operated coin telephone service.
3. LNP services are not available for local exchange end user accounts of SWBT where payments are 45-days or more in arrears unless full payment is made or an agreement is reached where the LSP agrees to make full payment on the end user's behalf.
4. When the exchange service offerings associated with LNP service is provisioned using remote switching arrangements, LNP service is only available from, or to host central offices.

B. Obligations Of SWBT

1. SWBT's sole responsibility is to comply with the service requests it receives from the LSP and to provide LNP in accordance with this Appendix. SWBT's responsibility herewith is subject to Section E (changes in Subscriber Carrier Selections) of Section XI (Additional Responsibilities of the Parties), of the Agreement.
2. SWBT is not responsible for the allocation of charges for resold or shared LNP service or for misdialed calls.

C. Obligations Of LSPs

- 1. The LSP is responsible for coordinating the provision of service with SWBT to assure that its switch is capable of accepting LNP ported traffic.**
- 2. The LSP is solely responsible to provide equipment and facilities that are compatible with SWBT's service parameters, interfaces, equipment and facilities. The LSP is required to provide sufficient terminating facilities and services at the terminating end of an LNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of SWBT or any of its end users. In the event that SWBT reasonably determines that the LSP will likely impair or is impairing, or interfering with any equipment, facility or service of SWBT or any of its end users, SWBT may either refuse to provide LNP service or terminate it in accordance with other provisions of this Agreement or SWBT's tariffs.**
- 3. The LSP is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to LNP service for which it is not presently providing local exchange service or terminating to an end user.**
- 4. Where the LSP chooses to disconnect or terminate any LNP service, LSP shall designate which standard SWBT intercept announcement SWBT shall provide for paying the appropriate SWBT intercept rates.**
- 5. The LSP is responsible for all charges for the provisioning of LNP service as set forth in Section F. of this Appendix.**
- 6. The LSP is responsible for designating to SWBT at the time of its initial service request for LNP service one of the following options for handling and processing of Calling Card, Collect, Third Party, and other operator handled non-sent paid calls from or to LSP assigned telephone numbers:**
 - a. LSP may elect to block the completion of third number and calling card calls through the use of LIDB to select ported numbers.**
 - b. For non-sent paid calls billed to LNP assigned numbers, a separate sub-clearinghouse billing arrangement must be established which will provide for the transmission of the EMR 01-01-01 billing records, and settlement of toll revenues.**